

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
Civil Case No. 5:15-cv-00656-BR

MELISSA WEISS and MEREDITH WEISS,)
on their own behalf and as next friends of)
L.W. and D.W.,)

Plaintiffs,)

v.)

SETTLEMENT AGREEMENT

RICK BRAJER, in his official capacity as)
Secretary of the N.C. Department of Health)
and Human Services, and CATHERINE)
RYAN, in her official capacity as State)
Registrar and Director of Vital Records,)

Defendants.)

This Settlement Agreement, ("Agreement"), is made and entered into effective as of the date of execution by and between MELISSA WEISS and MEREDITH WEISS, individually and as next friends of L.W. and D.W., ("Plaintiffs"); and RICK BRAJER, in his official capacity as Secretary of the N.C. Department of Health and Human Services, and CATHERINE RYAN, in her official capacity as State Registrar and Director of Vital Records ("DHHS" or "Defendants"). The foregoing parties are collectively referred to as "Parties," and individually as "Party".

WITNESSETH:

WHEREAS, this Agreement resolves all claims alleged by Plaintiffs that Defendants failed to place the names of Melissa Weiss or Meredith Weiss, a legally married same-sex

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couple, on the respective birth certificates of their children, who were conceived and born after marriage.

WHEREAS, Plaintiff filed the Complaint in this action on 17 December 2015, in the United States District Court, Eastern District, North Carolina. Defendants filed responsive pleadings on 16 February 2016, denying the allegations as set forth in Plaintiffs' Complaint.

WHEREAS, the Parties have reached a compromise settlement to resolve the differences between them, the terms and conditions of which are set forth herein:

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, for agreed upon consideration, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties, for themselves and their attorneys, agree as follows:

1. This Agreement reflects a compromise of disputed claims, and is made to avoid the uncertainty and expense of litigation. The promises and terms agreed to herein are not to be construed as an admission of any alleged liability, nonconformity, error, or other deficiency on the part of any Party. Any such alleged liability, nonconformity, error, or other deficiency is expressly denied by the respective Parties.
2. The Parties collectively agree that Defendants shall disseminate to all Registers of Deeds and Vital Records staff, the amendment process attached hereto in Attachment A. This amendment process provides for the addition of a spouse's name to the birth certificate of a child born after the marriage. This amendment process shall apply when there is only one parent listed on the birth record.

3. The process set forth in Attachment A reflects the efforts of the parties to ensure that birth certificates of children conceived or born to legally married same-sex spouses shall be treated identically to those of legally married heterosexual spouses.
4. Specifically with respect to the instant matter, the North Carolina Vital Records Office shall amend L.W.'s and D.W.'s respective birth certificates to reflect each of their mothers, Melissa Weiss and Meredith Weiss, as parents. The North Carolina Vital Records Office shall make such amendments within ten (10) business days of the execution of this Settlement Agreement.
5. The parties agree that any press release, media advisory and/or similar publication about the settlement and resolution of the lawsuit shall not use any form of the term "discrimination" or "discriminatory" to describe the actions or policies of DHHS upon which this lawsuit was brought. The parties further agree that this Settlement Agreement does not constitute an admission of discriminatory conduct and may not be described as such.
6. Defendants shall pay to Plaintiffs' counsel \$78,000.00, (Seventy Eight Thousand Dollars), for Plaintiffs' attorney fees accumulated since the institution of this action.
7. The attorney fees referenced in Paragraph 6 above shall be paid by Defendants within thirty (30) days of the execution of this Settlement Agreement. Within fifteen (15) days of receipt of said attorney fees, Plaintiffs shall file a voluntary dismissal, with prejudice, of the action, 5:15-cv-00656, with the United States District Court, Eastern District, North Carolina.

8. Each party hereby releases the other, its current and former officials, employees, attorneys, agents, and representatives from any and all liability and causes of action that have arisen or may arise out of the instant action.
9. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and there are no promises, understandings, or representations other than those set forth herein. This Agreement supersedes any and all other prior agreements and drafts regarding the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by each of the Parties or their duly authorized representatives.
10. This Agreement shall be construed and governed according to the laws of the State of North Carolina.
11. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
12. The Parties represent and acknowledge that this Agreement is the result of extensive, thorough and good faith negotiations. Each Party acknowledges that it has carefully read this Agreement, knows the contents thereof, and executes the Agreement voluntarily as its own free act. Each Party further acknowledges that it has conferred to the extent that it has deemed appropriate with legal counsel regarding this Agreement prior to its execution.
13. This Settlement Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Facsimile signatures on this Settlement Agreement, whether transmitted by

telecopier/facsimile or by email, shall be acceptable and deemed binding as if originals.

All references to signature or execution of the Agreement shall be calculated from the date on which the last Party executed the Agreement.

14. The signatures below of Plaintiffs and the Defendants signify that these Parties have given their final approval to this Agreement. Each Party to this Agreement represents and warrants that the person who has signed this Agreement on behalf of his or her entity is duly authorized to enter into this Agreement and to bind that Party to the terms and condition of this Agreement.

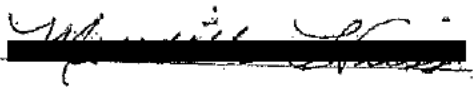
15. This Agreement shall be effective upon the occurrence of the complete execution of this Agreement.

THIS SETTLEMENT AGREEMENT agreed and executed by the Parties hereto:

MELISSA WEISS and MEREDITH WEISS, on their own behalf and as next friends of L.W. and D.W.

By:  Date: 10/21/2016
Melissa Weiss

MELISSA WEISS and MEREDITH WEISS, on their own behalf and as next friends of L.W. and D.W.

By:  Date: 10/21/2016
Meredith Weiss

RICHARD BRAJER

By: [REDACTED] Date: 11-8-16

RICHARD BRAJER Secretary

North Carolina Department of Health and Human Services

CATHERINE RYAN

By: [REDACTED] Date: 11-4-16

CATHERINE RYAN State Registrar and Director of Vital Records ✓ *[Signature]*

North Carolina Department of Health and Human Services